



CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORIZATION AND DESIGNATION LETTER

EFFECTIVE DATE: November 20, 2020

MEMORANDUM FOR: Kevin Mentrikoski, Project Manager, FEDSIM, Army Sector

FROM: Patricia Stephens, Contracting Officer (CO), FEDSIM Army Acquisition Group

SUBJECT: Appointment of Contracting Officer's Representative (COR)

REF: 47QFCA21F0001, USACE RITS

PERIOD COVERED: November 2020-November 2026

1. In accordance with Federal Acquisition Regulation (FAR) 1.602-2(d) and FAR 7.104(e), you are hereby designated as the COR with respect to technical matters within the scope of the subject contract, agreement, or order referenced above.

The subject contract, agreement, or order requires a COR with an active Federal Acquisition Certification (FAC)-COR Level III certification, and the COR has provided documentation confirming their appropriate certification level.

2. As the COR, you are authorized to act on behalf of the CO during the period of performance of the contract, agreement, or order referenced above. You are responsible for providing prompt notification to your management and to the CO if, for any reason, it becomes necessary to terminate your appointment as the COR.
3. Your authority to act as the COR is not re-delegable.

As the COR, you shall not:

- a. Take action, either directly or indirectly, that could result in a change or modification in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract, agreement, or order.
- b. Direct the accomplishment of effort which would exceed the scope of the contract, agreement, or order.
- c. Make any commitments or promises to contractors relating to award of contracts, agreements, or orders.
- d. Make any agreement with the contractor requiring the obligation of funds.
- e. Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another before or after a solicitation is issued for re-procurement.
- f. Direct a contractor (verbally or by writing) to stop work or to begin work prior to the contract vehicle award date, or prior to a Notice to Proceed letter issued by the CO.
- g. Create the appearance of an employee-employer relationship by interfering with the contractor's management of its employees (see FAR 37.1).

- h. Participate in activities that would create a personal conflict of interest, either real or apparent.
- 4. During this period, November 2020-November 2026, covered by this appointment, the following administrative requirements are within the scope of your responsibilities:
 - a. Review the contract, agreement, or order, including associated documents, and become familiar with events/milestones.
 - b. Maintain COR documentation to be incorporated into the official electronic contract file in accordance with the CO's instructions.
 - c. Bring to the attention of the CO any significant deficiencies with respect to contractor performance or other actions which might jeopardize contract performance, within 24 hours of discovery.
 - d. Report any suspected procurement fraud, waste, abuse, bribery, conflict of interest, or other improper conduct to the CO.
 - e. Review and submit recommendations to the CO on subcontracts, considering the privity of contract that exists between the prime and subcontractors.
 - f. Ensure the safeguard of Government-Furnished Property (GFP), including contractor-acquired property.
 - g. Ensure that the contractor submits complete security clearance forms, as required by the contract, agreement, or order, and coordinates with the appropriate security officer(s).
 - h. Ensure the contractor has a current facility clearance, as well as other appropriate clearances for contractor personnel to have access to classified materials, as soon as it is determined that access to classified material will be required to complete the contractual requirement(s).
 - i. Ensure the proper USACE offices are notified at the end of the period of performance, or when a contractor's employee departs during contract, agreement, or order performance, to facilitate the collection of Government-issued badges, property, and the inactivation of information system access.
 - j. Maintain COR certifications during the entire period of performance of the above referenced contract, agreement, or order.
 - k. Conduct administrative efforts and business dealings in a manner above reproach and in strict compliance with established standards of conduct and conflict of interest rules.
- 5. During this period covered by this appointment, the following technical requirements are within the scope of your responsibilities:
 - a. Assist in requirements development, coordinate transfer of funds, obtain any required internal approvals and evaluation of proposals.
 - b. Coordinate actions relating to funding and changes in scope of work.
 - c. Monitor the contractor's performance in accordance with the technical requirements, to ensure that performance is strictly within the scope of the contract, agreement, or order.
 - d. Confirm all significant technical instructions to the contractor.

- e. Inspection reports and deliverables to ensure compliance with contract, agreement, or order requirements. Validation of receipt of deliverables, and the approved acceptance for payment or rejection of deliverables, shall be accomplished within seven days of the contractor's submission.
 - f. Check contractor performance to ensure that the labor hours charged appear consistent and reasonable, and that travel charged was necessary and actually occurred.
 - g. Maintain COR documentation, which includes, but is not limited to: a copy of the contract, agreement, or order, minutes of meetings, e-mail correspondence, approved/accepted AFDP interim and final inspection reports, schedules, invoices and payment log, documentation of acceptance/rejection of deliverables, CO correspondence, and copies of modifications.
 - h. Refer to the CO and/or designee those matters, other than purely technical problems, that may affect the contract, agreement, or order.
 - i. Inform the CO when the contractor is known to be behind schedule and coordinating corrective actions which are necessary to restore the performance schedule.
 - j. Furnish to the CO a copy of any contractually significant correspondence in order to prevent possible misunderstanding or the creation of a condition that may be the basis of a later claim or dispute.
 - k. Provide disposition advice on GFP, or contractor-acquired property, as requested by the CO.
 - l. Report to the CO suspected procurement fraud, bribery, conflicts of interest, and other alleged improper conduct.
 - m. Review and submit recommendations to the COR on subcontracts with respect to their relationship with the prime contract, agreement, or order.
 - n. Assure that the contractor has a current facility clearance as well as appropriate clearances for its employees to have access to Government sites or classified material as soon as it is determined that access to sites or classified material will be required.
 - o. Provide necessary Government interpretation of the contract's technical requirements from cognizant sources, as requested by the contractor.
 - p. Ensure that the proper USACE offices are notified at contract, agreement, or order conclusion, or when contractor employees depart during the period of performance, and facilitate the collection of badges, cancellation of systems access and security clearances.
 - q. The COR is required to perform ancillary duties and responsibilities by the requiring activity or COR management. For DoD or Assisted Acquisitions, these duties could include ensuring contractor reporting in the Synchronized Pre-Deployment and Operational Tracker (SPOT).
6. In accordance with FAR 1.602-2(d)(7)(v), you are advised that as the COR you may be held personally and financially liable for any unauthorized acts or non-ratifiable commitments. Only the CO has the authority to make changes to the contract, agreement, or order that affects price, quality, quantity, or other terms and conditions of the contract.

To avoid unauthorized or non-ratifiable commitments, you must make it clear to the contractor that you do not have authority to give such direction. Whenever there is the potential that discussions may impact any of the areas described above, contact the CO for guidance.

7. This designation does not authorize you to direct the contractor to perform work unless explicitly provided for in the contract, agreement, or order, nor does it authorize you to take any other action not specifically stated in this memorandum. The following are expressly excluded from this designation:
 - a. Modifying the stated terms, conditions, or costs of the contract, agreement, or order.
 - b. Waiving the Government's rights with regard to the contractor's compliance with the specifications, price, delivery, or any other terms or conditions.
 - c. Approving items of cost not specifically authorized by the contract, agreement, or order.
 - d. Directing changes to the contract, agreement, or order.
 - e. Executing supplemental agreements.
 - f. Rendering a decision on any dispute under the Disputes provision of the contract, agreement, or order.
 - g. Taking any action with respect to termination, except to notify the CO of a recommendation.
 - h. Authorizing delivery or disposition of GFP not specifically authorized by the CO.
 - i. Giving guidance to the contractor, either verbally or in writing, which might be interpreted as a change in the scope or terms of the contract, agreement, or order.
 - j. Discussing procurement plans or any other advance information that might provide preferential treatment of one firm over another.
 - k. Interfering with the contractor's management of employees, such as "supervising" or otherwise directing the work efforts of a contractor's employee.

As the COR, you are strongly encouraged to contact the CO for clarification if uncertain of your authority and responsibility. Responsibilities outlined in this memorandum are not intended to be all-inclusive.

Please acknowledge that you accept this designation by signing below and returning this memo within three business days to the CO.

The COR shall retain a signed copy of this appointment letter.

Contracting Officer:

PATRICIA STEPHENS Digitally signed by PATRICIA STEPHENS
Date: 2020.11.16 18:57:19 -05'00'

Patricia Stephens
Contracting Officer
FEDSIM Acquisition, Army

Date

COR Acknowledgement:

I have received, read, and accepted this designation.

KEVIN

MENTRIKOSKI

Digitally signed by KEVIN
MENTRIKOSKI

Date: 2020.11.17 11:15:42
-05'00'

Kevin Mentrikoski

Date

Copy: COR, COR Supervisor, Contractor

Enclosure: COR SOP

Contract File Tab 47

Attachment B

Acronym List – TOR

Acronym	Definition
AASBS	Assisted Acquisition Services Business Systems
AC	Actual Cost
ACO	Administrative Contracting Officer
AFDO	Award Fee Determining Official
AFDP	Award Fee Determination Plan
AFEB	Award Fee Evaluation Board
ANSI	American National Standards Institute
ASSIST	Assisted Services Shared Information SysTem
CAC	Common Access Card
CAF	Contract Access Fee
CAS	Cost Accounting Standards
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CNSSP	Committee on National Security Systems Policies
CO	Contracting Officer
COR	Contracting Officer's Representative
COTS	Commercial off-the-shelf
CPAF	Cost-Plus-Award-Fee
CPFF	Cost-Plus-Fixed-Fee
CPARS	Contractor Performance Assessment Reporting System
CPI	Cost Performance Index
CS	Contract Specialist
CTP	Consent to Purchase
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DD	Department of Defense
DEL	Deliverable
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
D/S	Disclosure Statement
DSSR	Department of State Standardized Regulations
DPQ	Desired Proposal Qualities
DVD-ROM	Digital Video Disk-Read Only Memory
EAC	Estimated Cost at Completion
EEO	Equal Employment Opportunity
EIA	Electronic Industries Alliance
EIT	Electronic and Information Technology
EST	Eastern Standard Time

Acronym	Definition
ET	Eastern Time
ETC	Estimate to Completion
EV	Earned Value
EVM	Earned Value Management
FAR	Federal Acquisition Regulation
FCCM	Facilities Capital Cost of Money
FEDSIM	Federal Systems Integration and Management Center
FFP	Firm-Fixed-Price
FISMA	Federal Information Security Management Act
FOIA	Freedom of Information Act
FSC	Federal Service Code
FSS	Federal Supply Schedule
FTE	Full-Time Equivalent
FTR	Federal Travel Regulation
FY	Fiscal Year
G&A	General and Administrative
GFI	Government-Furnished Information
GFP	Government-Furnished Property
GSA	General Services Administration
GSAM	General Services Administration Acquisition Manual
GSAR	General Services Administration Acquisition Regulation
GWAC	Government Wide Agency Contract
HD	High Definition
HSAR	Department of Homeland Security Acquisition Regulation
IA	Interagency Agreement
IAW	In Accordance With
ICT	Information and Communications Technology
IDIQ	Indefinite Delivery/Indefinite Quantity
IT	Information Technology
JTR	Joint Travel Regulation
KPQM	Key Personnel Qualification Matrix
LAN	Local Area Network
LD	Limited Rights Data
LH	Labor Hour
MA	Multiple Award
MS	Microsoft
MSR	Monthly Status Report
NAICS	North American Industry Classification System
NDA	Non-Disclosure Agreement
NIAP	National Information Assurance Partnership
NLT	No Later Than
NSP	Not Separately Priced
NSS	National Security Systems
NTE	Not-to-Exceed

Acronym	Definition
OASIS	One Acquisition Solution for Integrated Services
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
PDF	Portable Document Format
PIA	Privacy Impact Assessment
PIV	Personal Identity Verification
POC	Point of Contact
PPIRS	Past Performance Information Retrieval System
PM	Program Manager
PMI	Project Management Institute
PMBOK	Project Management Body of Knowledge
PMP	Project Management Plan
PNR	Problem Notification Report
PP	Protection Profiles
PS	Project Start
PSC	Product Service Code
PV	Planned Value
PWS	Performance Work Statement
Q&A	Question and Answer
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
QTY	Quantity
RIP	Request to Initiate Purchase
RS	Restricted Software
SF	Standard Form
SLA	Service Level Agreements
SME	Subject Matter Expert
SOC	Service Occupational Classifications
SOP	Standard Operating Procedures
SOW	Statement of Work
SPI	Schedule Performance Index
SW	Special Works
T&M	Time-and-Materials
TAR	Travel Authorization Request
TBD	To Be Determined
TO	Task Order
TEB	Technical Evaluation Board
TOA	Task Order Award
TOR	Task Order Request
TOS	Tracking and Ordering System
TPOC	Technical Point of Contact
U.S.	United States
U.S.C.	United States Code
UIC	Unit Identification Code

Acronym	Definition
UR	Unlimited Rights
VAC	Variance at Completion
WBS	Work Breakdown Structure
XML	Extensible Markup Language



**AWARD FEE DETERMINATION PLAN (AFDP)
for
United States Army Corps of Engineers Chief Information Officer/G6
Revolutionary Information Technology Services (RITS)
47QFCA21F0001**

This AFDP is applicable to Period One (Award + 6 months)

SECTION 1: INTRODUCTION

This AFDP provides procedures for evaluating the contractor's performance on the United States Army Corps of Engineers (USACE) RITS Task Order (TO) on a Cost-Plus-Award-Fee (CPAF) basis for TO 47QFCA20R0016. A Quality Assurance Surveillance Plan (QASP) is required under Federal Acquisition Regulation (FAR) 46.401; this AFDP replaces the QASP for the work performed on a CPAF basis. The AFDP may be revised unilaterally by the Government at any time during the period of performance. The Government will make every attempt to provide changes to the contractor 15 workdays prior to the start of the evaluation period to which the change will apply. The AFDP may be re-evaluated each evaluation period with input from the contractor. The award fee objective for this TO is to afford the contractor the opportunity to earn award fee commensurate with optimum performance:

- a. By providing a workable AFDP with a high probability of successful implementation.
- b. By clearly communicating evaluation procedures that provide effective two-way communication between the contractor and the Government.
- c. By focusing the contractor on areas of greatest importance in order to motivate outstanding performance.

The amount of award fee earned and payable to the contractor for achieving specified levels of performance will be determined by the Award Fee Determination Official (AFDO), with the assistance of the Award Fee Evaluation Board (AFEB), per this AFDP. The maximum award fee payable for any period is 100 percent of the Award Fee Pool Allocation. The contractor may earn all, part, or none of the award fee allocated to an evaluation period.

Standard terms used in the AFDP are:

- a. Award Fee Pool: The maximum Award Fee Pool established at award.
- b. Award Fee Pool Allocation: The amount of the Award Fee Pool that is allocated and potentially earned from the Award Fee Pool for the specific award fee period subject to the AFDP.



SECTION 2: EVALUATION PERIODS

The Government will evaluate contractor performance every six months to determine the amount of award fee earned and payable to the contractor. Each CPAF labor Contract Line Item Number (CLIN) will contain two distinct six-month Award Fee Evaluation Periods during a twelve-month period. Mid-Period reviews will be scheduled concurrent with in-process reviews, as practicable.

Award Fee Evaluation Periods

CLIN(s)	PERIOD	Award Fee Evaluation Period Dates (Month Day, Year)
0001	1	28DEC20-27JUN21
0001	2	28JUN21-27DEC21
1001	3	28DEC21-27JUN22
1001	4	28JUN22-27DEC22
2001	5	28DEC22-27JUN23
2001	6	28JUN23-27DEC23
3001	7	28DEC23-27JUN24
3001	8	28JUN24-27DEC24
4001	9	28DEC24-27JUN25
4001	10	28JUN25-27DEC25

The Award Fee Evaluation Periods may be changed at the unilateral discretion of the Government.



SECTION 3: AWARD FEE POOL ALLOCATION FORMULA

3.1 Maximum Award Fee

The maximum Award Fee Pool for TO 47QFCA20R0016 over the life of the TO is

(b) (4)

The maximum Award Fee Pool Allocation determined for each period will never exceed the matching proportional amount of Award Fee listed in TO Section B CLIN for the applicable period of performance.

3.2 Allowable Award Fee Pool Allocation Methods

There are two methods to determine the maximum Award Fee Pool Allocation for each period. The FEDSIM CO and COR should determine the best method of award fee allocation prior to the start of each award fee period.

3.2.1 Incurred Cost

Projects with variable levels of effort and surging levels of support shall be based on the incurred cost allocation methodology for the award fee period. Incurred cost data shall be provided by the contractor after the end of the Award Fee Evaluation Period, as calculated and reported by the contractor's approved Cost Accounting System. Incurred cost shall be calculated using approved provisional billing rates, as established in accordance with FAR 42.704, Billing Rates. Invoiced cost shall not be used unless incurred cost is not available.

3.2.2 Planned Value

If there is a consistent budget and level of effort, the FEDSIM CO and COR may elect to switch to the Planned Value Allocation method in subsequent award fee evaluation periods. Prior to the start of an Award Fee Evaluation Period, the AFDP is incorporated into the TO by modification, identifying in Section 4 and Section 8:

- a. Planned Cost for the Award Fee Evaluation Period (Section 4).
- b. Cost Control Criteria (Section 8).
- c. Service Level Agreements (SLAs) on Cost Control encouraging reductions in cost to achieve higher award fee and/or higher return on sale (Section 8).

3.3 Prohibited Award Fee Pool Allocation Methods

3.3.1 Funded Cost

Funded cost will inherently exceed incurred cost. Award Fee Pool Allocations based on the funded cost would artificially increase the total effective award fee percentage higher than the negotiated amount at award. Funded cost shall never be utilized.

3.3.2 Estimated Cost

Estimated costs at award will inherently exceed incurred cost. Award Fee Pool Allocations based on the estimated cost would artificially increase the total award fee percentage higher than the negotiated amount at award. Estimated cost shall never be utilized.

FEDSIM is a Client Support Center housed within GSA, FAS, AAS.

3.3.3 Equal Distribution

Equal distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned value and incurred cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation. Equal distribution shall never be utilized.

3.3.4 Weighted Distribution

Weighted distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned Value and Incurred Cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation that correspond inherently to high levels of effort. Weighted distribution shall never be utilized.

3.4 First Award Fee Evaluation Period

The first Award Fee Evaluation Period for all CPAF awards will default to utilizing incurred cost to determine the Award Fee Pool Allocation. Transition activities inherently introduce level of effort variation. A Planned Value cannot be determined prior to award. In certain circumstances (e.g., when level of effort is consistent), subsequent Award Fee Evaluation Periods may use Planned Value as an alternative.

**SECTION 4: AWARD FEE RESULTS REPORTING****4.1 Initial Award Fee Evaluation Period**

The Award Fee Results Reporting Table is completed after the end of the first Award Fee Evaluation Period. The fields to be completed are Cost Incurred Amount (\$), Award Fee Pool Allocation Amount (\$), Earned Award Fee Percent (%), Earned Award Fee Amount (\$), and Unearned Award Fee Amount (\$).

4.2 Second and Subsequent Award Fee Evaluation Period

The fields to be completed after each Award Fee Evaluation Period are Award Fee Pool Allocation Amount, Earned Award Fee Percent, Earned Award Fee Amount, and Unearned Award Fee Amount. If Planned Value allocation was not used, the default Cost Incurred will be reported at the end of the award fee period.

If the Award Fee Pool Allocation methodology is progressing from Incurred Cost to Planned Value, the Planned Value Amount and the Anticipated Funded Cost shall be recorded in the table below prior to the start of the second evaluation period.

Award Fee Reporting Table for Incurred Cost

Period of Performance	Award Fee Evaluation Period	Cost Incurred Amount (\$)	Award Fee Pool Allocation Amount (\$)	Earned Award Fee Percent (%)	Earned Award Fee Amount (\$)	Unearned Award Fee Amount (\$)
Base Period	1					
Base Period	2					
First Option Period	3					
First Option Period	4					
Second Option Period	5					
Second Option Period	6					
Third Option Period	7					
Third Option Period	8					

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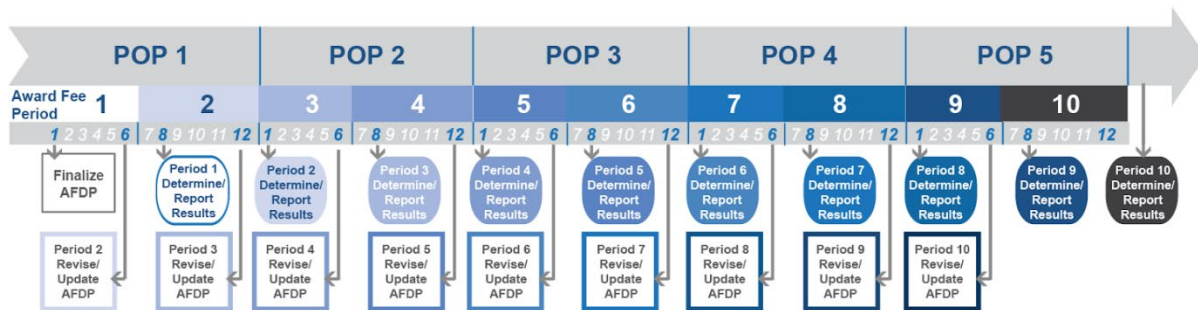
Fourth Option Period	9					
Fourth Option Period	10					

Award Fee Reporting Table for Planned Value

Period of Performance	Award Fee Evaluation Period	Planned Value Amount (\$)	Anticipated Funded Cost	Cost Incurred Amount (\$)	Award Fee Pool Allocation Amount (\$)	Earned Award Fee Percent (%)	Earned Award Fee Amount (\$)	Unearned Award Fee Amount (\$)
Base Period	1							
Base Period	2							
First Option Period	3							
First Option Period	4							
Second Option Period	5							
Second Option Period	6							
Third Option Period	7							
Third Option Period	8							
Fourth Option Period	9							
Fourth Option Period	10							

Timeline for Updating AFDP and Reporting Results

Cost Plus Award Fee Process



SECTION 5: AWARD FEE EVALUATION RATINGS

The following table shows the Award Fee Pool Allocation percentage by scores. The definition for each rating adjective is provided below.

Award Fee Pool Allocation Rating/Percentage

Adjectival Rating	Percentage of Fee
Excellent	91%-100%
Very Good	76%-90%
Good	51%-75%
Satisfactory	No Greater than 50%
Unsatisfactory	0%

The performance categories, once graded, describe the overall customer satisfaction with the tasks' key indicators. Contained in the ratings is a word picture of standards that allows each Performance Monitor to work from a common grading scale.

EXCELLENT

Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

VERY GOOD

Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

GOOD

Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

SATISFACTORY

Contractor has met overall, cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

UNSATISFACTORY

Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

SECTION 6: ORGANIZATIONAL STRUCTURE OF AWARD FEE DETERMINATION

6.1 Award Fee Determination Official (AFDO)

The Federal Systems Integration and Management Center (FEDSIM) Group Manager (GM) will serve as the AFDO. The FEDSIM Contracting Officer (CO) will appoint the AFDO in writing.

The AFDO's responsibilities include:

- Approving the AFDP and authorizing any changes to the AFDP throughout the life of the TO.
- Approving the members of the AFEB and appointing the AFEB Chairperson.
- Reviewing assessments of contractor performance. Feedback coordinated with the AFEB will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.
- Determining the amount of award fee the contractor has earned based on its performance during each Award Fee Evaluation Period.

6.2 Award Fee Evaluation Board (AFEB)

The AFEB has a Chairperson, Client Representatives, and/or Technical Point(s) of Contact (TPOCs). Other voting members of the AFEB are the FEDSIM Contracting Officer's Representative (COR) and representatives from the Client Organization. The FEDSIM CO is a non-voting advisory member of the AFEB. Additional non-voting board members may be Performance Monitors as deemed appropriate by the AFEB Chairperson. The following table provides the title or role of the individuals that are members of the AFEB. Substitutions are permitted in the event of a schedule conflict, subject to approval by the AFEB Chairperson. Attendance of the non-voting members is not required to convene the AFEB.

AFEB Members

Board Position	Name and Title
AFEB Chairperson*	Mr. Patrick Newbold, Deputy Chief Information Officer/Director, G-6
AFEB Voting Member	Mr. Joe Cunningham, Chief Operations and Production Directorate USACE OCIO/G-6
AFEB Voting Member	Mr. Steve White, Chief, Engineering Directorate USACE OCIO/G-6
AFEB Voting Member	Ms. Porscha Porter, Chief, Business Management Directorate, USACE North Atlantic Division
AFEB Voting Member (TPOC)	Mr. Ronald Fletcher, Chief, Acquisition and Contract Management Office, USACE G6
AFEB Voting Member	Dr. Ayanna Lenard, Chief, Business Management Directorate, USACE G6
AFEB Voting Member	Kevin Mentrikoski, FEDSIM COR
AFEB Non-Voting Member	Patricia Stephens, FEDSIM CO
AFEB Non-Voting Member(s)	USACE Technical Monitors, Service Owners, Business Representatives as requested by the Chairperson

Non-voting members will participate in AFEB assessments of Performance Monitor evaluations and discussions of award fee recommendations. Additionally, non-voting members are allowed to submit written reports on contractor performance to the AFEB for its consideration.

The responsibilities of the AFEB are:

- a. Recommend to the AFDO the specific elements upon which the contractor will be evaluated for each evaluation period.
- b. Request and obtain performance information from Performance Monitors involved in observing contractor performance.
- c. Evaluate the contractor's performance and summarize its findings and recommendations for the AFDO.
- d. Recommend to the AFDO the percentage of award fee available during an evaluation period which the contractor should receive.

6.2.1 AFEB Chairperson

The responsibilities of the AFEB Chairperson are to:

- a. Conduct AFEB meetings.
- b. Resolve any inconsistencies in the AFEB evaluations.
- c. Ensure AFEB recommendations to the AFDO are timely and made in accordance with the Award Fee Agreement and this AFDP.
- d. Ensure timely payment of award fee earned by the contractor.
- e. Recommend any changes to the AFDP to the AFDO.
- f. Ensure and have overall responsibility for the proper execution of the AFDP including managing the activities of the AFEB.
- g. Exert overall responsibility for all documents and activities associated with the AFEB.
- h. Maintain the award fee files, including current copy of the AFDP, any internal procedures, Performance Monitors' reports, and any other documentation having a bearing on the AFDO's award fee decisions.

6.2.2 Performance Monitors

Government and TO support personnel will be identified by the AFEB Chairperson as Performance Monitors to aid the AFEB in making its recommendation for award fee. Performance Monitors, responsible for the technical administration of specific tasks issued under the contract, document the contractor's performance against evaluation criteria in assigned evaluation areas(s). The primary responsibilities of the Performance Monitors include:

- a. Monitoring, evaluating, and assessing contractor performance in assigned areas.
- b. Preparing evaluation reports (scorecards) that ensure a fair and accurate portrayal of the contractor's performance.
- c. Recommending changes to the AFDP to the AFEB Chairperson.

These Performance Monitors will submit written reports, as required by the AFEB Chairperson, on the contractor's performance to the AFEB for consideration. Submission of reports will be



coordinated through the AFEB Chairperson. Procedures and instructions for the Performance Monitors regarding midterm and final evaluations are provided below. The final report will be comprehensive and will be completed and submitted to the AFEB Chairperson in a timely manner.

SECTION 7: AWARD FEE DETERMINATION PROCESS

The contractor shall begin each evaluation period with zero percent of the available award fee and earn award fee based on performance during the evaluation period.

7.1 Monitoring and Assessing Performance

The AFEB Chairperson will assign Performance Monitors for the major performance areas. The Performance Monitors will be selected on the basis of expertise in the prescribed performance areas and/or association with specific technical tasks. The AFEB Chairperson may assign and change Performance Monitors' assignments at any time without notice to the contractor. The AFEB Chairperson will ensure that each Performance Monitor and board member has a copy of the TO and all modifications, the AFDP, and all changes and specific instructions for assigned areas.

Performance Monitors will conduct assessments of the contractor performance in their assigned areas. Feedback coordinated with the AFEB Chairperson will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.

7.1.1 Instructions for Performance Monitors

Performance Monitors will maintain a periodic written record of the contractor's performance, including inputs from other Government personnel, in the evaluation areas of responsibility. Performance Monitors will retain informal records used to prepare evaluation reports for 12 months after the completion of an evaluation period to support any inquiries made by the AFDO. Performance Monitors will conduct assessments in an open, objective, and cooperative spirit, so that a fair and accurate evaluation is made. Performance Monitors will make every effort to be consistent from period to period in their approach to determine recommended ratings. Positive accomplishments should be emphasized just as readily as negative ones.

- a. Performance Monitors will prepare midterm and final evaluation reports for each evaluation period during which they are Performance Monitors. The final reports will be more comprehensive than the midterm reports. The reports, at a minimum, will contain the following information:
 1. The criteria and methods used to evaluate the contractor's performance during the evaluation period.
 2. The technical, economic, and schedule environment under which the contractor was required to perform. What effect did the environment have on the contractor's performance?
 3. The contractor's major strengths and weaknesses during the evaluation period. Give examples of the contractor performance for each strength and weakness listed. Also provide the reference in the specification, statement of work, data requirement, TO, etc., that relates to each strength or weakness.
 4. A recommended rating for the evaluation period using the adjectives and definitions set forth in this AFDP. Provide concrete examples of the contractor's performance to support the recommended rating.

7.2 Exclusions

Throughout the entire evaluation period, the contractor shall present and document any exclusion to the period of performance, due to circumstances beyond the control of the contractor, to the AFEB Chairperson within **ten days** of the end of the award fee period. The Performance Monitors should present the exclusions (if any) to the AFEB. If necessary, the AFEB will ask the contractor to present its case. The AFEB, in conjunction with the FEDSIM CO, will make a unilateral decision as to the exclusion from the evaluation.

7.3 Contractor Monthly Performance Reports

The contractor shall prepare Monthly Performance Reports that contain data that can be used to compare against the Performance Standards stated in this AFDP. All Monthly Performance Reports, including the raw data, shall be provided to the designated Performance Monitors.

Performance Monitors will collect the Monthly Performance Reports from the contractor; they will review and analyze the reports for accuracy and, if required, provide an oral or written summary to the AFEB.

7.4 Midterm Evaluation Procedures

The purpose of the midterm evaluation is to provide the contractor a quick, concise, interim Government review of contractor performance and an opportunity to improve its performance prior to the determination of award fee earned at the end of the evaluation period. No award fee is paid based on midterm evaluations.

7.5 Final Evaluation Reports

The Performance Monitors will provide evaluations for the entire six-month evaluation period. Performance Monitors will submit final evaluation reports after the end date of the evaluation period to the AFEB Chairperson.

7.6 Contractor Self-Evaluation Presentation

The contractor may prepare a written self-assessment against the AFDP, along with the option of presenting the results to the AFEB upon request. This presentation should last no longer than one hour. A subsequent question and answer session is permissible, if necessary.

7.7 AFEB Meeting and Memorandum to the AFDO

After receipt of the contractor's self-evaluation, the AFEB will meet and evaluate all performance information it has obtained. The AFEB will review the Performance Monitors' reports and prepare an Award Fee Evaluation Report. The Award Fee Evaluation Report will be a memorandum to the AFDO with the AFEB's recommendation.

7.8 AFEB Final Report

After meeting with the contractor, the AFEB will finalize the report and present it to the AFDO. The report will recommend the award fee amount and any unresolved contractor issues to the AFDO.

7.9 Issuing Award Fee Determination Report

The AFDO will consider the final AFEB report and ensure compliance with the AFDP. The AFDO may accept, reject, or modify the AFEB recommendation. The AFDO will make the final determination of the award fee earned during the period. The AFDO's determination of the amount of award fee earned and the basis of the determination will be stated in an Award Fee Determination Report and forwarded to the FEDSIM CO for the TO file via modification.

7.10 Award Fee Determination Notice

Within 45 calendar days of the end of the Award Fee Period, the FEDSIM CO will prepare this notice to the contractor stating the amount of the award fee earned for the evaluation period. The contractor shall invoice after accepting the modification including the award fee determination and any corresponding deobligation of unearned fee.

7.11 Failure to Conduct Timely Award Fee Determinations

If the Government fails to complete the Award Fee Determination in the timeframe specified in Section 7.10 for two consecutive periods, the Government may convert the CPAF CLINs for the remaining periods of performance to Cost-Plus-Fixed-Fee (CPFF). The CPFF type will be term. The contract type conversion and fixed fee amount will be subject to negotiation (limited by any applicable statutory and regulatory maximum of ten percent).

SECTION 8: EVALUATION CRITERIA AND WEIGHTS

The AFDP consists of award-fee provisions for four distinct areas for the first award fee period. The award-fee areas are broken down as follows (Table 1):

Table 1- Period 1 Award Fee Areas	
Weight	Evaluation Criteria
40%	Criteria 1 –Transition and Program Management
20%	Criteria 2 – Service Level Agreements (subjective)
20%	Criteria 3 – Technical Performance
20%	Criteria 4 – Cost
100%	Total

The criteria and weights provided above and discussed in detail below are guidelines to be used in evaluating these areas to determine the appropriate award fee. The criteria and relative percentages may be adjusted for subsequent award fee periods. Members of the AFEB and working group will use the following examples of criteria to evaluate the contractor's performance during each Award Fee Evaluation Period.

SLAs and other subjective criteria may be revised for subsequent award fee periods. Those future SLAs will be developed jointly by the contractor and Government and may replace some or all of the criteria listed below. The Government has the final responsibility for determining which SLAs will be incorporated.

Notes:

- A. At this time the Government anticipates award fee period two to reflect the following evaluation criteria and weights (Table 2). Table 2 is subject to change prior to the start of Period 2.

Table 2- Period 2 Award Fee Areas	
Weight	Evaluation Criteria
20%	Criteria 1 – Program Management
30%	Criteria 2 – Service Level Agreements
30%	Criteria 3 – Technical Performance
20%	Criteria 4 – Cost
100%	Total

8.1 Criteria 1: Transition & Program Management.

Transition and Program Management will be subjectively evaluated for successful transition, effective and high quality program management, effective communication, the quality of the staff to ensure knowledge, experience, and the ability to accomplish the requirements of the Task

Order and support transition. The following are types of questions that may be considered when subjectively evaluating the contractor's performance for this criterion.

- A. Was the Transition-In Plan effective, comprehensive, with little disruption to USACE OCIO G/6 and its end users?
- B. Was operational cutover achieved in accordance with the approved Transition Plan?
- C. Did the contractor minimize service disruptions during the Transition-In Period?
- D. Was contractor staff on-boarded in a timely manner during the transition period?
- E. Did the contractor effectively manage, coordinate, and execute necessary actions to ensure timely approval of the contractor's facility clearance to minimize impacts to the Government?
- F. Are all contractor staff and facility clearances in effect by the end of the Transition-In Period?
- G. How well did the contractor interact with the incumbents, other support contractors, USACE, and other Government agencies during transition?
- H. How well did the contractor keep the Government informed of progress during transition?
- I. Is the contractor communicating and collaborating across the program?
- J. Are deliverables and work products:
 - a. Delivered on-time; and
 - b. Thorough, complete, comprehensive, and free from error?
 - c. In accordance with the RITS TO
- K. Does contractor staff have sufficient requisite skillsets and qualifications to perform the required activities?
- L. Does contractor staff meet required credential requirements?
- M. How responsive was the contractor to changing priorities?
- N. Is the contractor managing risks appropriately to minimize service impacts?
- O. Are project risks identified and mitigation plans developed and presented to the Government timely?
- P. Is the contractor maintaining effective communications with all parties, i.e., end users, Service Owners, managers, internal/external partners, vendors, and across USACE teams?
- Q. Is the contractor able to effectively on-board targeted technical expertise (i.e. to address gaps, implement temporary projects), taking into consideration specialized skills available through small business?
- R. Was the contractor's TO management portal active at the end of the transition period?
- S. Did the contractor meet any transition-in SLAs?
- T. Did the contractor respond to TDs with accurate TDPs in timely manner?
- U. Are the contractor's Program Management processes effective in meeting USACE's goals and objectives?

8.2 Criteria 2: Service Level Agreements

The contractor will be subjectively evaluated during the first award fee period on the development of the Service Level Agreements to support the RITS Program. During the first award fee, the contractor shall work with the Government to review, baseline, and finalize the

SLAs that will be in effect starting in award fee period 2. The following are types of questions that may be considered when subjectively evaluating the contractor's performance for this criterion.

- A. How effective was the contractor in assisting the Government with identifying or improving SLAs to enhance performance and meet client objectives and goals?
- B. Were the SLAs finalized and approved by the Government 30 days prior to the start of Award Fee Period 2?
- C. How well did the contractor manage the process to complete this action? Did the Government have to perform multiple reviews due to the contractor's lack of management?
- D. How effective was the contractor in meeting the requirements of each task/subtask area focusing on delivering holistic, integrated, end-to-end, worldwide solutions?

8.3 Criteria 3: Technical Performance

This is a subjective measure of the contractor's ability to deliver daily services effectively and efficiently within each respective Task Area; to provide knowledgeable, responsive support; to and to effectively and accurately communicate, collaborate and partner with all parties (i.e. end users, Government stakeholders, managers, internal/external partners, vendors). The contractor must deliver consistent service, regardless of location. The following are types of questions that may be considered when subjectively evaluating the contractor's performance for this criterion.

- A. Do contractor developed solutions meet user requirements?
- B. Do contractor developed solutions meet OCIO/G-6 technical and cyber requirements and align with the OCIO/G-6 strategic direction
- C. Are projects meeting agreed upon schedule targets?
- D. Does Contractor staff leverage experience and technical knowledge to suggest technical improvements, innovation, and changes to processes and technical solutions to increase quality in service delivery?
- E. Has the contractor provided innovations to improve USACE IT functionality?

8.4 Criteria 4: Cost

Cost management will be subjectively evaluated to determine the contractor's ability to accurately forecast, track and manage costs, and aggressively seek means to identify and execute costs savings. The following are types of questions that may be considered when subjectively evaluating the contractor's performance for this criterion per USACE standards and regulations.

- A. How effective is the contractor in collecting, tracking, and reporting detailed financial information to allow USACE to distribute costs-to the appropriate cost center?
- B. To what extent does the contractor use the Technology Business Management (TBM) Taxonomy Model to provide detailed and reliable financial information?
- C. Do the financial reports/deliverables provide adequate cost, budget, and financial information to satisfy the Government's reporting requirements?

- D. Is the contractor managing costs in accordance with TDPs and are they adequately explaining variances? Is the contractor proactively addressing any variances that require adjustments or coordination/approval from the Government?
- E. Do staffing forecasts adequately identify staffing needs and associated costs?
- F. Are Tools, ODCs and long-distance travel purchases accomplished in a cost-effective manner?
- G. Are invoices complete, accurate, timely, understandable and compliant with the Task Order requirements?
- H. Did the contractor establish a cost tracking and reporting process to meet USACE's financial reporting requirements?



APPENDIX 1: AFEB Summary Evaluation Report

Date:

AFEB Chairperson Name:

Award Fee Period: *(insert from date)* _____ *(insert to date)* _____

(Attach additional pages, supporting data, etc. as needed.)

Criteria 1 –Transition and Program Management: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Criteria 2 –Service Level Agreements: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Criteria 3 – Technical Performance: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Criteria 4 –Cost: Rating Adjective/Performance Points

Discussion:

Strengths:

Weaknesses:

Award fee rating recommended for this evaluation criteria and period of performance with recommended percentage earned.

AFEB Chairperson Signature: _____ Date: _____



APPENDIX 2: AFEB Evaluator's Report

Instructions: Evaluators are requested to use bulleted format for submitting strengths, weaknesses, and recommendations. Also, evaluators are encouraged to attach additional sheets, supporting data, etc. for the final report.

Date:

Evaluator Name and Title:

Award Fee Period: (insert from date) _____ – (insert to date) _____

Evaluator's Primary Task Area(s) (check all that apply):

<input type="checkbox"/>	Criteria 1 – Transition and Program Management
<input type="checkbox"/>	Criteria 2 – Service Level Agreements
<input type="checkbox"/>	Criteria 3 – Technical Performance
<input type="checkbox"/>	Criteria 4 – Cost

Note: Evaluators are NOT limited to evaluating only their own task areas. Experiences in other areas should also be evaluated. However, please indicate in the boxes above your primary area(s) of responsibility.

Special circumstances during this period and the impact:

- a.
- b.

Strengths of the contractor's performance:

- a.
- b.

Weaknesses in the contractor's performance (with examples and contract references):

- a.
- b.

Impact of the contractor's performance on execution of the program:

- a.
- b.

Corrective actions recommended, if any:

- a.
- b.

Award fee rating recommended for this evaluation criteria and period of performance (with supporting examples):

- a.



Evaluator Signature: _____ Date: _____



ATTACHMENT E
PROBLEM NOTIFICATION REPORT (PNR)

Task Order Number:	
FEDSIM COR was verbally notified on:	[Notify the FEDSIM COR as soon as it becomes apparent that a scheduled delivery will be late.]
Date PNR Submitted:	[insert Month Day, Year]

Nature and Source of Problem:
[Provide a detailed description of the nature and source of the problem. Attach additional pages, if necessary.]
Is action required by the Government?
Yes/No [If Yes, describe Government action required and date required.]
Will the problem impact delivery schedule?
Yes/No [If Yes, identify which deliverables will be affected and extent of the delay, the rationale for late delivery, and overall project impact.]
Can required delivery be brought back on schedule?
Yes/No [Explain]
Describe corrective action needed to resolve problems:
[Provide a detailed description of corrective action needed to resolve the problem. Attach additional pages, if necessary.]
When will corrective action be completed?
[Provide the new delivery schedule and anticipated completion date.]
Are increased costs anticipated?
Yes/No [If Yes, identify the amount and nature of the increased costs anticipated and define Government responsibility for problems and costs.]



ATTACHMENT F
MONTHLY STATUS REPORT FOR (INSERT MONTH AND YEAR)

Contractor Name:	
Task Order Number:	47QFCA21F0001
Report Prepared by:	
Reporting Period:	From: [Month Day, Year] To: [Month Day, Year]

WORK PLANNED FOR THE MONTH:

WORK COMPLETED DURING THE MONTH:

WORK NOT COMPLETED DURING THE MONTH:

WORK PLANNED FOR NEXT MONTH:

CONTRACT MEETINGS:

[Include the meeting date, meeting subject, persons in attendance, and duration of the meeting.]

DELIVERABLE STATUS:

ISSUES/QUESTIONS/RECOMMENDATIONS:



RISKS:

[Indicate potential risks and their probability, impact, and proposed mitigation strategy.]

FUNDS/HOURS EXPENDED:

[Indicate total hours expended by the contractor during the week and total funds expended by the contractor during the week.]

ATTACHMENT G TRIP REPORT TEMPLATE

Trip Report Date:	[Trip Report shall be completed within 10 workdays following completion of each trip (unless specified otherwise in Section F.	
Project Name:		
Task Order Number:		
Name of Traveler	[Provide First and Last name of Traveler]	
Location of Travel	From: [Origin]	To: [Destination]
Duration of Trip	From: [insert Month Day, Year]	To: [insert Month Day, Year]
Point of Contact (POC) at Travel Location	[Provide First and Last name of POC]	
Government Approval Authority Received	[Provide Travel Authorization Request (TAR) Number]	
Total Cost of the Trip	\$	

Purpose of the Trip
[Provide a detailed description of the purpose of the trip. Attach additional pages, if necessary.]
Knowledge Gained
[Provide a detailed description of any knowledge gained. Attach additional pages, if necessary.]
Comments, Conclusions, Action Items:
[Provide any additional comments, conclusions, or action items. Attach additional pages, if necessary.]



**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the National Industrial Security Program (NISP) apply to all security aspects of this effort involving classified information)

OMB No. 0704-0567
OMB approval expires:
20220531

The public reporting burden for this collection of information, 0704-0567, is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

RETURN COMPLETED FORM AS DIRECTED IN THE INSTRUCTIONS.

1. CLEARANCE AND SAFEGUARDING

a. LEVEL OF FACILITY SECURITY CLEARANCE (FCL) REQUIRED
(See Instructions)

Top Secret

**b. LEVEL OF SAFEGUARDING FOR CLASSIFIED INFORMATION/
MATERIAL REQUIRED AT CONTRACTOR FACILITY**

None (See instructions)

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

- ☐ **a. PRIME CONTRACT NUMBER** (See instructions)
- ☐ **b. SUBCONTRACT NUMBER**
- ☒ **c. SOLICITATION OR OTHER NUMBER** DUE DATE (YYYYMMDD)
47QFCA21F0001

3. THIS SPECIFICATION IS: (X and complete as applicable)

- ☒ **a. ORIGINAL** (Complete date in all cases) DATE (YYYYMMDD)
20201228
- ☐ **b. REVISED** (Supersedes all previous specifications)
REVISION NO. DATE (YYYYMMDD)
- ☐ **c. FINAL** (Complete Item 5 in all cases) DATE (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? ☒ No ☐ Yes If yes, complete the following:

Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? ☒ No ☐ Yes If yes, complete the following:

In response to the contractor's request dated _____, retention of the classified material is authorized for the period of: _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE

Science Applications International Corporation (SAIC)
12010 Sunset Hills Rd.
Reston, Virginia 20190

b. CAGE CODE

6XWA8

c. COGNIZANT SECURITY OFFICE(S) (CSO)

(Name, Address, ZIP Code, Telephone required; Email Address optional)
Alexandria 3 Field Office
571-551-7960
dcsa.ncr.dcsa-isfo.mbx.dss-alexandria-3-fo@mail.mil

7. SUBCONTRACTOR(S) (Click button if you choose to add or list the subcontractors
– but will still require a separate DD Form 254 issued by a prime contractor to each subcontractor)

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE(S) (CSO)

(Name, Address, ZIP Code, Telephone required; Email Address optional)

8. ACTUAL PERFORMANCE (Click button to add more locations)

a. LOCATION(S) (For actual performance, see instructions)

All USACE locations CONUS/OCONUS

b. CAGE CODE
(If applicable,
see Instructions.)

c. COGNIZANT SECURITY OFFICE(S) (CSO)

(Name, Address, ZIP Code, Telephone required; Email Address optional)

9. GENERAL UNCLASSIFIED DESCRIPTION OF THIS PROCUREMENT

In support of the United States Army Corps of Engineers (USACE) Office of the Chief Information Officer (OCIO/G-6), Revolutionary Information Technology Services (RITS) contract. The Contractor will be required to perform duties relating to Threat Intelligence Services which includes but is not limited to cybersecurity intelligence support to identify emerging threats to the USACE OCIO/G-6 environment, develop and report tailored, all-source analysis to provide situational awareness of critical elements of the cyber environment necessary to defend the USACE and USACE extended networks (Section F, Deliverable 48), and maintain awareness of current activity trends on Army, other Government, and commercial networks.

10. CONTRACTOR WILL REQUIRE ACCESS TO: (X all that apply. Provide details in Blocks 13 or 14 as set forth in the instructions)☒ a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION☐ b. RESTRICTED DATA☐ c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION (CNWDI)
(If CNWDI applies, RESTRICTED DATA must also be marked)☐ d. FORMERLY RESTRICTED DATA☒ e. NATIONAL INTELLIGENCE INFORMATION:☒ (1) Sensitive Compartmented Information (SCI)☐ (2) Non-SCI☐ f. SPECIAL ACCESS PROGRAM (SAP) INFORMATION☒ g. NORTH ATLANTIC TREATY ORGANIZATION
(NATO) INFORMATION☐ h. FOREIGN GOVERNMENT INFORMATION☐ i. ALTERNATIVE COMPENSATORY CONTROL MEASURES
(ACCM) INFORMATION☒ j. CONTROLLED UNCLASSIFIED INFORMATION (CUI)
(See instructions)☒ k. OTHER (Specify) (See instructions)

SIPRNET

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: (X all that apply. See instructions. Provide details in Blocks 13 or 14 as set forth in the instructions)☒ a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT
ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT
ACTIVITY
(Applicable only if there is no access or storage required at contractor facility.
See instructions)☐ b. RECEIVE AND STORE CLASSIFIED DOCUMENTS ONLY☐ c. RECEIVE, STORE, AND GENERATE CLASSIFIED
INFORMATION OR MATERIAL☐ d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE☐ e. PERFORM SERVICES ONLY☒ f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE
THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST
TERRITORIES☐ g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE
TECHNICAL INFORMATION CENTER (DTIC) OR OTHER
SECONDARY DISTRIBUTION CENTER☐ h. REQUIRE A COMSEC ACCOUNT☐ i. HAVE A TEMPEST REQUIREMENT☐ j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS☐ k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE☐ l. RECEIVE, STORE, OR GENERATE CONTROLLED UNCLASSIFIED
INFORMATION (CUI).
(DoD Components: refer to DoDM 5200.01, Volume 4 only for specific CUI
protection requirements. Non-DoD Components: see instructions)☐ m. OTHER (Specify) (See instructions)**12. PUBLIC RELEASE**

Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual (NISPO) or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for review and approval prior to release to the appropriate government approval authority identified here with at least office and phone contact information and if available, an e-mail address. (See instructions)

☐ DIRECT☒ THROUGH (Specify below)**Public Release Authority:**USACE Office of the Chief Information Officer (OCIO/G-6),
Patrick Newbold (202.761.0273)**13. SECURITY GUIDANCE**

The security classification guidance for classified information needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended.

(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. The field will expand as text is added. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. Also allows for up to 6 internal reviewers to digitally sign. See instructions for additional guidance or use of the fillable PDF)

At a minimum all contractors and subcontractors performing duties under this contract must be designated into either IT-I, IT-II or IT-III positions. Contractor personnel performing IT-I, IT-II, or IT-III duties as described in Army Regulation 25-2, and IAW DoD Directive 8500-1 and DoD Instruction 8500.2 shall have appropriate personnel security investigations. The contract facility shall provide valid visit requests containing valid personnel clearance data with the Industrial Security Regulations to ERDC Security Office. IT levels shall be identified in all Visit Authorizations Requests (VARs).

- The contractor and all associated subcontractors' employees shall comply with applicable installation, access and local security policies and procedures. Policies and procedures will be provided by the local Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and local policies. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

- All contractor employees, including subcontractor employees who are not in possession of the appropriate security clearance, will be escorted in areas where they are exposed to classified and/or sensitive materials and/or sensitive or restricted areas. The contractor will coordinate with the COR and/or facility security officer for access when required.

- Security classification guidance on information, hardware and equipment will be furnished to the contract and subcontractors through the COR at the time they are tasked. Contractors must adhere to the classification guidance in handling of any data generated for or at USACE ACE-IT. Any information generated during the performance of this contract shall be classified according to the markings shown in the source material. POC for interpretation of this guidance is; Patrick Newbold (201-761-0273)
- The following Army and DoD regulations must be adhered to during the performance on this contract; AR25-2, AR380-5, AR380-10, NISPOM and AR530-1 (OPSEC).

REF. Item 10.a. The contractor is authorized to receive USACE furnished cryptographic equipment. Access to COMSEC requires a final US Government clearance at the appropriate level. Further disclosure of COMSEC information by the contractor, to include subcontracting, requires prior approval from the GCA.

REF. Item 10.e. The GCA must provide prior approval before a subcontract involving access to intelligence information can be issued.

REF. Item 10.g. Access to NATO requires a final US Government clearance at the appropriate level and a NATO access briefing. Further disclosure of NATO information by the contractor, to include subcontracting, requires prior approval from the GCA.

REF. Item 10.j. Refer to DODI 5200.48, Controlled Unclassified Information, dated 06 March 2020

REF. Item 10.k. SIPRNET provided at Government sites only

REF. Item 11.a. See 8.a. for actual performance locations

REF. Item 11.f.

a. Wiesbaden, Germany, APO-AE 65187

b. Zama-City, Kanagawa, 252-8511 JAPAN, APO-AP 96343-5010

c. Camp Humphreys, APO-AP 96271

d. Bagram Air Base, APO, APO-AE 09354

List of Attachments (All Files Must be Attached Prior to Signing, i.e., for any digital signature on the form)

NAME & TITLE OF REVIEWING OFFICIAL

SIGNATURE

Kevin Mentrikoski, COR

KEVIN

MENTRIKOSKI

Digitally signed by KEVIN
MENTRIKOSKI
Date: 2021.01.06 15:26:52
-05'00'

14. ADDITIONAL SECURITY REQUIREMENTS

Requirements, in addition to NISPOM requirements for classified information, are established for this contract.

☐ No ☒ Yes

*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the CSO. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted.
(See instructions for additional guidance or use of the fillable PDF)*

See SCI Addendum

15. INSPECTIONS

Elements of this contract are outside the inspection responsibility of the CSO.

☐ No ☒ Yes

*If Yes, explain and identify specific areas and government activity responsible for inspections. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted.
(See instructions for additional guidance or use of the fillable PDF)*

See SCI Addendum

16. GOVERNMENT CONTRACTING ACTIVITY (GCA) AND POINT OF CONTACT (POC)

a. GCA NAME GSA FEDSIM	c. ADDRESS (Include ZIP Code) General Services Administration FEDSIM (QF) 1800 F Street NW Washington, D.C. 20405-0001	d. POC NAME Patricia Stephens
b. ACTIVITY ADDRESS CODE (AAC) OF THE CONTRACTING OFFICE (See Instructions) 47QFCA		e. POC TELEPHONE (Include Area Code) +1 (120) 223-0638
		f. EMAIL ADDRESS (See Instructions) patricia.stephens@gsa.gov

17. CERTIFICATION AND SIGNATURES

Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below. Upon digitally signing Item 17h, no changes can be made as the form will be locked.

a. TYPED NAME OF CERTIFYING OFFICIAL (Last, First, Middle Initial) (See Instructions) Johnson, Teresa, A.	d. AAC OF THE CONTRACTING OFFICE (See Instructions) 47QFCA	h. SIGNATURE JOHNSON TERESA A.A.1269191 119191 Date: 2021 01 08 07:57:16 -06'00'
b. TITLE Industrial Security Specialist	e. CAGE CODE OF THE PRIME CONTRACTOR (See Instructions) 6XWA8	
c. ADDRESS (Include ZIP Code) US Army ERDC 3909 Halls Ferry Road Vicksburg, MS 39180	f. TELEPHONE (Include Area Code) (b) (6)	i. DATE SIGNED (See Instructions) 20210108
	g. EMAIL ADDRESS (See Instructions) (b) (6)	

18. REQUIRED DISTRIBUTION BY THE CERTIFYING OFFICIAL

- ☒ **a. CONTRACTOR**
- ☒ **b. SUBCONTRACTOR**
- ☒ **c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR**
- ☒ **d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION**
- ☒ **e. ADMINISTRATIVE CONTRACTING OFFICER**
- ☒ **f. OTHER AS NECESSARY** (If more room is needed, continue in Item 13 or on additional page if necessary)

Tab G. OCI Statement and NDA [L.5.2.2; M.4]**G.1 SAIC OCI Statement**

Science Applications International Corporation (SAIC) is responding to Task Order Request (TOR) 47QFCA20R0016 for the United States Army Corps of Engineers (USACE) Office of the Chief Information Officer (OCIO/G-6) Revolutionary Information Technology Services (RITS). In accordance with solicitation Section L.5.2.2, SAIC has reviewed the requirements of the TOR and the Federal Acquisition Regulation (FAR) Subpart 9.5. After a review within SAIC, we are not aware of any facts which create any actual or potential OCI relating to the award of this contract. However, after receiving OCI statement from our subcontractors we are including the following current information bearing on the existence of any actual or potential OCI:

(b) (4)

SAIC agrees to immediately disclose all information concerning any actual or potential OCI during the performance of the Task Order.

SAIC

(b) (6)

SAIC Point of Contact (POC) Name

August 17, 2020

Date

(b) (6)

POC Title

G.3 SAIC NDA with Hive Group



NON-DISCLOSURE AGREEMENT

This is a Non-Disclosure Agreement, effective January 17, 2019, between Science Applications International Corporation ("SAIC"), a Delaware corporation with offices located at 12010 Sunset Hills Rd., Reston, VA 20190 and Hive Group, LLC. ("Hive Group") with offices located at 8281 Greensboro Dr. #430 McLean, VA 22102. SAIC and Hive Group shall be known as the "Parties" collectively and as a "Party" individually throughout this Non-Disclosure Agreement.

The Parties recognize that it may be necessary or desirable to exchange information between them for the purpose of Source Selection Evaluation for Task Order Request (TOR) # 47QFCA20R0016 for the Revolutionary Information Technology Services (RITS) (the "Purpose"). With respect to such information, the Parties agree as follows:

- 1) "Proprietary Information" shall include, but not be limited to, any form of a Party's intellectual property, performance, sales, financial, contractual and special marketing information, ideas, software, software documentation, technical data and concepts originated by or licensed to the disclosing Party, not previously published or otherwise disclosed to the general public, not previously available without restriction to the receiving Party or others, nor normally furnished to others without compensation, and which the disclosing Party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Non-Disclosure Agreement and appropriately identified as being proprietary when furnished.
- 2) In order for Proprietary Information disclosed by one Party to the other to be protected in accordance with this Non-Disclosure Agreement, it must be: (a) in a humanly perceptible form, including any hand-written or machine-generated versions and all physical or electronic forms thereof, any graphical, photographic, audio or video representations, any two or three dimensional models, prototypes or mock-ups, and any software source code, object code, or related information; (b) transmitted either by hand or through the use of any machine, computer, or other device; (c) clearly identified as Proprietary Information at the time of its disclosure by being marked with an appropriate legend indicating that the information is deemed proprietary by the disclosing Party (written materials shall be marked with such a legend on each page thereof); and (d) delivered by a written message of transmittal to the individual designated in Paragraph 3 below, or his/her designee. Where the Proprietary Information has not been or cannot be reduced to written form at the time of disclosure and such disclosure is made orally, visually or in any other non-written form, and with prior or contemporaneous assertion of proprietary rights therein, such Proprietary Information shall only be protected in accordance with this Non-Disclosure Agreement provided that written summaries of all proprietary aspects of any such disclosures shall have been delivered to the individual identified in Paragraph 3 below, within 20 calendar days of said non-written disclosures. Neither Party shall identify information as proprietary which is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary claims.
- 3) All SAIC Proprietary Information to be protected as described herein, will be submitted by the Government directly to the other Party who is working as a non-government advisor during the source selection process.
- 4) With respect to any and all Proprietary Information which has been received in accordance with Paragraphs 2 and 3 hereof, each Party covenants and agrees that it will, notwithstanding that this Non-Disclosure Agreement may have terminated or expired, (a) keep such Proprietary Information in confidence, and prevent the disclosure to any person or persons outside its organization or to any unauthorized person or persons for a period of three (3) years from the date of receipt, and (b) use such Proprietary Information solely in furtherance of the Purpose expressly set forth herein. However, a receiving Party shall not be liable for the unauthorized disclosure of any such information if the same:
 - A. Was in the public domain at the time it was disclosed, or
 - B. Becomes part of the public domain without breach of this Non-Disclosure Agreement, or
 - C. Is disclosed with the written approval of the other Party, or
 - D. Was independently developed by the receiving Party, or
 - E. Is or was disclosed by the disclosing Party to a third Party without restriction, or
 - F. Is disclosed pursuant to the provisions of a court order.



As between the Parties hereto, the provisions of this Paragraph 4 shall supersede the provisions of any inconsistent legend that may be affixed to said information by the disclosing Party, and the inconsistent provisions of any such legend shall be without any force or effect.

Any Proprietary Information provided by one Party to the other shall be, upon request at any time, returned to the disclosing Party, including all copies thereof, or destroyed, including any and all copies and derivative works thereof, whether physical or electronic, and such destruction shall be certified in writing by an appropriate officer of the receiving Party. If either Party loses or makes unauthorized disclosure or use of the other Party's Proprietary Information, it shall notify such other Party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information, and shall immediately cease all unauthorized use.

- 5) Notwithstanding any other provisions of this Non-Disclosure Agreement, in accordance with the Defend Trade Secrets Act of 2016 (the "DTSA"), the Parties shall ensure that their respective employees, contractors, subcontractors or any other persons who may be operating on their behalf in regard to trade secret information covered by this Non-Disclosure Agreement understand that:
 - A. An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
 - B. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to his or her attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.
- 6) The standard of care for protecting Proprietary Information imposed on the receiving Party shall be that degree of care the receiving Party uses to prevent disclosure, publication or dissemination of its own Proprietary Information of a similar nature and sensitivity, but in no event less than a reasonable standard of care considering the nature of the disclosed Proprietary Information. Neither Party shall be liable for the inadvertent or accidental disclosure of Proprietary Information if such disclosure occurs despite the exercise of this standard of care.
- 7) In providing any information hereunder, each disclosing Party makes no representations or warranties of any kind, either express or implied, including but not limited to the information's completeness, adequacy, sufficiency, or freedom from defect, including freedom from any infringement of any third party intellectual property that may result from the use of such information, nor shall either Party incur any liability or obligation whatsoever by reason of such information, except in connection with a breach of Paragraph 4, hereof.
- 8) This Non-Disclosure Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior or contemporaneous oral or written understandings and agreements regarding this issue. This Non-Disclosure Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of both Parties, specifically referencing the provision of this Non-Disclosure Agreement to be amended, modified, extended or waived. The failure of either Party to insist upon performance of any provision of this Non-Disclosure Agreement, or to exercise any right, remedy or option provided herein, shall not be construed or deemed as a waiver of the right to assert any of the same at any time thereafter.
- 9) If any term, condition or provision of this Non-Disclosure Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Non-Disclosure Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.
- 10) Nothing contained in this Non-Disclosure Agreement shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, software documentation or any other intellectual property or Proprietary Information of the other Party.



- 11) This Non-Disclosure Agreement is not intended by the Parties to constitute or create a joint venture, limited liability company, pooling arrangement, partnership, or other formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. Nothing contained in this Non-Disclosure Agreement shall grant to either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party. Each Party shall bear all costs, expenses, risks and liabilities incurred by it arising under requirements of this Non-Disclosure Agreement. Neither Party shall have any right to any reimbursement, payment or compensation of any kind under this Non-Disclosure Agreement.
- 12) Exports of Proprietary Information may be subject to the export laws of the United States including, but not limited to, the U.S. International Traffic in Arms Regulations and the Export Administration Regulations. The Parties shall not export, disclose or transfer any such information directly or indirectly without compliance with these and any other applicable laws.
- 13) This Non-Disclosure Agreement may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any other purported assignment, novation or transfer by one Party not in accordance with this provision shall be a material breach of this Non-Disclosure Agreement. This Non-Disclosure Agreement shall benefit and be binding upon the authorized successors and assigns of the Parties.
- 14) The effective date of this Non-Disclosure Agreement shall be the date stipulated at the beginning of this Agreement. This Non-Disclosure Agreement shall automatically expire upon the earlier of two (2) years or the fulfillment or completion of the Purpose set forth herein. Following such expiration the Parties shall have the obligations set forth in Paragraph 4 above.
- 15) This Non-Disclosure Agreement shall be governed by and construed, enforced and interpreted under the laws of the Commonwealth of Virginia, without regard to its laws relating to conflict or choice of laws. Any dispute, claim, action or suit arising out of or relating to this Agreement may only be brought in a court of competent jurisdiction in the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Parties represent and warrant that this Non-Disclosure Agreement is executed by duly authorized representatives of each Party as set forth below on the date first stated above.

Science Applications International Corporation	
X	(b) (6)
Signature	(b) (6)
Date:	8/4/2020

Hive Group	
(b) (6)	
Name:	Will Fortier
Title:	President
Date:	8/4/2020



TRAVEL AUTHORIZATION REQUEST (TAR)

Contractor:
Client:

TAR Number:
Date:
Project Name:
**Project/Interagency
Agreement (IA)
Number:**
**Associated Line of
Accounting:**
Task Order Number:

		Last Invoice Submitted:	
TO:	<i>(Insert First and Last Name)</i> , FEDSIM Contracting Officer Representative (COR)	CLIN X00X VALUE: CUMULATIVE AMOUNT BILLED: CURRENT	\$ -
FROM:	<i>(Insert First and Last Name of requestor)</i>	CLIN X00X BALANCE:	\$ -
THROUGH:	<i>(Insert client organization and First and Last Name)</i> Technical Point of Contact (TPOC)	TAR ESTIMATE: NEW CLIN X00X BALANCE:	\$ -
SUBJECT:	Travel Authorization Request # <i>(insert number)</i>		
DATE:	<i>(Insert date)</i>		

**PURPOSE/JUSTIFICATION OF REQUEST:**

--

Traveler:

Name	Company

Travel Itinerary:

Departure:	Date	Origin/Destination		Return:		Date	Origin/Destination
Leave				Leave			
Arrive				Arrive			
Leave				Leave			
Arrive				Arrive			

	Estimated Cost
Travel (CLIN X00X)	\$ -
Airfare: @	\$ -
Per Diem: @	\$ -
Hotel: @	\$ -
Other: <i>(insert as appropriate; i.e. car rental)</i>	\$ -
Other Direct Costs (CLIN X00X)	
<i>(Insert as appropriate)</i>	\$ -
Subtotal Amount	\$ -
Indirect Handling Cost	\$ -



General & Administrative (G&A) Cost	\$ -
Total Travel Cost (CLIN X00X)	\$ -
Total ODC Cost (CLIN X00X)	\$ -
Total Trip Cost NTE	\$ -

Remarks:

The estimated cost of travel must represent the contractor's best estimate. The amount obligated for this line item may be increased unilaterally by the Government if such action is deemed advantageous. Travel costs shall be reimbursed in accordance with **Federal Travel Regulations (FTR)**, **Joint Travel Regulations (JTR)**, or the **Department of State Standardized Regulations (DSSR)** (*choose appropriate one(s)*). Please note that a separate TAR should be submitted for each individual traveler.

Please contact me at **(area code) 000-0000** (*insert requestor's phone number*) if you have any concerns or questions.

Contractor Requestor:	FEDSIM COR Approval:	USACE CIO/G-6 TPOC Acceptance:
Signature Date	Signature Date	Signature Date

TRAVEL AUTHORIZATION REQUEST (TAR)

Contractor:	TAR Number:
Client:	Date:
	Project Name:
	Project/IA Number:
	Associated Line of Accounting:
	Task Order Number:

TO:	<i>(Insert First and Last Name)</i> , FEDSIM Contracting Officer Representative (COR)	CLIN X00X VALUE:	\$	-
		CUMULATIVE AMOUNT		
		BILLED:	\$	-
		CURRENT CLIN X00X		
FROM:	<i>(Insert First and Last Name of requestor)</i>	BALANCE:	\$	-
THROUGH:	<i>(Insert client organization and First and Last Name)</i> Technical Point of Contact (TPOC)	TAR ESTIMATE:	\$	-
		NEW CLIN X00X BALANCE:	\$	-
SUBJECT:	Travel Authorization Request # <i>(insert number)</i>			
DATE:	<i>(Insert date)</i>			

PURPOSE/JUSTIFICATION OF REQUEST:

--

Travelers:

Names	Company

Travel Itinerary:

Departure:	Date	Origin/Destination		Return:	Date	Origin/Destination
Traveler 1 <i>(insert name)</i> , Leave				Leave		

Traveler 1 (<i>insert name</i>) , Arrive				Arrive		
Traveler 2 (<i>insert name</i>) , Leave				Leave		
Traveler 2 (<i>insert name</i>) , Arrive				Arrive		

	Estimated Cost
Travel (CLIN X00X)	\$ -
Airfare: @	\$ -
Per Diem: @	\$ -
Hotel: @	\$ -
Other: i.e. car rental	\$ -
Other Direct Costs (CLIN X00X)	
(<i>Insert as appropriate</i>)	\$ -
Subtotal Amount for Traveler #1 (<i>Insert name</i>)	\$ -
Travel (CLIN X00X)	\$ -
Airfare: @	\$ -
Per Diem: @	\$ -
Hotel: @	\$ -
Other: (<i>insert as appropriate (i.e., car rental)</i>)	\$ -
Other Direct Costs (CLIN X00X)	
(<i>Insert as appropriate</i>)	\$ -
Subtotal Amount for Traveler #2 (<i>Insert name</i>)	\$ -
Subtotal Amount for all Travelers	\$ -
Indirect Handling Cost	\$ -
General & Administrative (G&A) Cost	\$ -
Total Travel Cost (CLIN X00X)	\$ -
Total ODC Cost (CLIN X00X)	\$ -
Total Trip Cost NTE	\$ -

Remarks:

The estimated cost of travel must represent the contractor's best estimate. The amount of obligated for this line item may be increased unilaterally by the Government if such action is deemed advantageous. Travel costs shall be reimbursed in accordance with **Federal Travel Regulations (FTR)**, **Joint Travel Regulations (JTR)**, or the **Department of State Standardized Regulations (DSSR)** (*choose appropriate one(s)*) . Please note that a separate TAR should be submitted for each individual traveler.

Please contact me at (area code) 000-0000 (*insert requestor's phone number*) if you have any concerns or questions.

Contractor Requestor:	FEDSIM COR Approval:	Client (insert client organization) TPOC Acceptance:
Signature Date	Signature Date	Signature Date



REQUEST TO INITIATE PURCHASE (RIP) FOR EQUIPMENT, MATERIALS, OTHER DIRECT COSTS (ODCs), AND/OR SERVICES

If the prime contractor has an approved purchasing system, the contractor shall prepare and submit a RIP to be reviewed and signed by the FEDSIM COR.

Contractor:

Client:

RIP Number:

Date:

Project Name:

**Project/Interagency
Agreement (IA)**

Number:

**Associated Line of
Accounting:**

Task Order Number:

		Last Invoice Submitted:	
TO:	<i>(Insert First and Last Name)</i> , FEDSIM Contracting Officer's Representative (COR)	CLIN X00X VALUE:	\$ -
		CUMULATIVE AMOUNT BILLED:	\$ -
FROM:	<i>(Insert First and Last Name of requestor)</i>	CURRENT CLIN X00X BALANCE:	\$ -
THROUGH:	<i>(Insert client organization and First and Last Name)</i> , Technical Point of Contact (TPOC)	RIP ESTIMATE:	\$ -
		NEW CLIN X00X BALANCE:	\$ -
SUBJECT:	Request to Initiate Purchase # <i>(insert number)</i>		
DATE:	<i>(Insert Month Date, Year)</i>		



PURPOSE/JUSTIFICATION OF REQUEST:**ESTIMATED PURCHASE COST:**

Item: <i>(insert item(s))</i>		
Item Cost	\$	-
Indirect costs authorized by the Task Order <i>(insert as appropriate)</i>	\$	-
Total Not to Exceed (NTE) cost	\$	-



All equipment, materials, and ODCs listed above shall be purchased in accordance with Task Order requirements, applicable Federal Acquisition Regulation (FAR) and/or Defense Federal Acquisition Regulation Supplement (DFARS) clauses, and approved purchasing procedures. The contractor shall ensure that the prices quoted are fair and reasonable at the time of submission and are in the best interest of the Government. The contractor shall ensure the amount of the request does not exceed the funding obligated to the applicable CLIN on this Task Order. All equipment, materials, and ODCs shall become the property of the Government and shall be regarded as Government Furnished Property (GFP), and unless otherwise instructed by the Contracting Officer in writing, shall be used only in performance of this Task Order. For any commercial software or online offering (e.g. SaaS) offered under commercial terms and conditions, the COR's signature on this RIP confirms (1) that the contractor has provided the terms and conditions for the Government's review and has assisted the Government, if and when requested, in negotiating with the licensor, and (2) the terms and conditions are acceptable to the Government.

As defined in FAR 52.204-25 and prohibited in Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), the contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Please contact me at (000) 000-0000 (*insert requestor's phone number*) if you have any concerns or questions.

FEDSIM COR Approval:

Signature

Date



CONSENT TO PURCHASE PARTS/TOOLS/ODCs AND/OR SERVICES (CTP)

Industry Partner:

Client:

TOOL#:

Date:

Project Name:

Project/IA#:

Contract/Task Order:

If the prime contractor does not have an approved purchasing system, the contractor will prepare and submit a Consent to Purchase (CTP), to be reviewed by the COR and signed by the CO.

TO: FEDSIM Contracting Officer Representative

FROM: *Insert Requestor Name*

THROUGH: *Insert Client POC*

SUBJECT: Consent to purchase #

CLIN # VALUE:

CUM AMT BILLED:

BALANCE:

CTP ESTIMATE:

BALANCE:

Last Inv submitted:

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Client Point of Contact:

PURPOSE/JUSTIFICATION OF REQUEST:

The purpose of this request is to

Description of supplies or services (FAR 52.244-2(e)(1)(i)):

Type of subcontract (FAR 52.244-2(e)(1)(ii)):

Propose subcontractor (FAR 52.244-2(e)(1)(iii)):

Below is the estimated cost of purchase (FAR 52.244-2(e)(1)(iv)):



ITEM	
Tool (CLIN #):	
Cost to Government: @#	\$ -
Fee	\$ -
General & Administrative (G&A) Cost	\$ -
Total Cost NTE:	\$ -

All material listed above shall be purchased in accordance with Task Order requirements and regulations contained in FAR 52.244-2 approved purchasing procedures. The contractor shall ensure that the prices quoted are fair and reasonable at the time of submission and are in the best interest of the government. The contractor shall ensure the amount of the request does not exceed the funding obligated to the applicable CLIN on this Task Order. All materials shall become the property of the Government and shall be regarded as Government Furnished Property (GFP), and unless otherwise instructed by the Contracting Officer in writing, shall be used only in performance of this Task Order. For any commercial software or online offering (e.g. SaaS) offered under commercial terms and conditions, the COR's signature on this CTP confirms (1) that the contractor has provided the terms and conditions for the Government's review and has assisted the Government, if and when requested, in negotiating with the licensor, and (2) the terms and conditions are acceptable to the Government.

It is the responsibility of the Industry Partner to ensure that the prices quoted are fair and reasonable at the time of submission and are in the best interest of the client. The Industry Partner is to furnish price quotes for hardware and software purchases.

As defined in FAR 52.204-25 and prohibited in Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), the contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The following documents are attached (as necessary):

- 1) Subcontractor's certified cost or pricing data as required in FAR 52.244-2(e)(1)(v)
- 2) Subcontractor's Disclosure Statement or Certification relating to Cost Accounting Standards as required in FAR 52.244-2(e)(i)
- 3) Negotiation memo as required in FAR 52.244-2(e)(1)(vii)

Please contact me at (000) 000-0000 if you have any concerns or questions.

FEDSIM CO Approval:



Signature

Date

ATTACHMENT P STATUS OF FORCES AGREEMENT (SOFA)

REPUBLIC OF KOREA SOFA STATUS PROVISION

Invited Contractor and TR status shall be governed by the U.S. - Republic of (South) Korea (ROK) SOFA as implemented by U.S. Forces Korea (USFK) Regulation 700-19, which can be found under the “publications” tab on the USFK homepage: <http://www.usfk.mil>.

Contract personnel may be classified as members of the “civilian component” under Article I-(b) of the SOFA between Korea and the U.S. This classification may be available, upon application, to all of the contractor personnel who are U.S. citizens, who do not ordinarily reside in Korea, and whose presence in Korea is necessary for the execution of this TO. This classification may entitle the employee to enter Korea, pursuant to invitational orders, under Article IX of the SOFA. Contractor personnel classified as members of the “civilian component” under this Section shall be subject to all U.S. Forces regulations and directives, which pertain to the “civilian component” in Korea.

GERMANY SOFA STATUS PROVISION

The contractor shall comply with Army in Europe Regulation 715-9 “Contractor Personnel in Germany – Technical Expert, Troop Care, and Analytical Support Personnel,” USAR Regulation 600-700, “Identification Cards and Individual Logistics Support,” and guidance provided on the DoD Contractor Personnel Office (DOCPER) and United States European Command (USEUCOM) Civilian Personnel Directorate websites for SOFA and Technical Expert Status Accreditation (TESA).

The DOCPER implements the Agreements of March 27, 1998, and the Agreements of June 29, 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the Supplementary Agreement (SA) to the NATO SOFA. These two Articles govern the use in Germany of DoD contractor personnel as Technical Experts. Contracts that propose to employ Technical Expert personnel in Germany and the applications of individuals seeking Technical Expert status under those contracts are submitted through DOCPER. The DOCPER website: <https://wr.acpol.army.mil/dcops-user/> provides guidance for DoD contractors for SOFA and TESA status.

JAPAN SOFA STATUS PROVISION

The contractor shall comply with provisions in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.225-7976 -- Contractor Personnel Performing in Japan (DEVIATION 2018-O0019) and [USFJ 64-100](#). ACCESSIBILITY: Publications and forms are available on the U.S. Forces Japan Portal or webpage at <https://yokota.eis.pacaf.af.mil/USFJ> or <https://usfj.dod.afpims.mil>.